

**Supplemental Specification
2005 Standard Specification Book**

SECTION 00570

DEFINITIONS

Delete Section 00570 in its entirety and replace with the following:

PART 1 GENERAL

1.1 RELATED SECTIONS

- A. Section 00725: Scope of Work
- B. Section 01280: Payment

1.2 REFERENCES

- A. Code of Federal Regulations

1.3 ACRONYMS AND ABBREVIATIONS

- A. Interpret acronyms and abbreviations used in the Contract as follows:
 - 1. AAR Association of American Railroads
 - 2. AASHTO American Association of State Highway and Transportation Officials
 - 3. ACI American Concrete Institute
 - 4. AGC Associated General Contractors
 - 5. AI Asphalt Institute
 - 6. AIA American Institute of Architects
 - 7. AISC American Institute of Steel Construction
 - 8. AISI American Iron and Steel Institute
 - 9. AMRL AASHTO Materials Reference Laboratory
 - 10. ANLA American Nursery and Landscape Association
 - 11. ANSI American National Standards Institute
 - 12. API American Petroleum Institute
 - 13. APL Accepted Products Listing
 - 14. AREMA American Railway Engineering and Maintenance-of-Way Association
 - 15. ASCE American Society of Civil Engineers
 - 16. ASLA American Society of Landscape Architects
 - 17. ASTM American Society for Testing and Materials

18.	ATMS	Advanced Traffic Management System
19.	AWPA	American Wood Preservers' Association
20.	AWWA	American Water Works Association
21.	AWS	American Welding Society
22.	CFR	Code of Federal Regulations
23.	CSI	Construction Specification Institute
24.	EBS	UDOT's Electronic Bid System
25.	EUSERC	Electric Utility Service Equipment Requirements Committee
26.	FHWA	Federal Highway Administration
27.	FSS	Federal Specifications and Standards
28.	GSA	General Services Administration
29.	IMSA	International Municipal Signal Association
30.	ISO	International Organization for Standardization
31.	ITE	Institute of Traffic Engineers
32.	MIL	Military Specifications
33.	MUTCD	Manual on Uniform Traffic Control Devices
34.	NEMA	National Electrical Manufacturers Association
35.	OSHA	Occupational Safety and Health Administration
36.	PCA	Portland Cement Association
37.	PDPL	Performance Data Products Listing
38.	PTI	Post-Tensioning Institute
39.	SAE	Society of Automotive Engineers
40.	SSPC	The Society for Protective Coatings
41.	SWPPP	Storm Water Pollution Prevention Plan
42.	UDOT	Utah Department of Transportation
43.	UL	Underwriters Laboratory
44.	UPDES	Utah Pollution Discharge Elimination System
45.	USC	United States Code
46.	WWPA	Western Wood Products Association

1.4 TERMS

- A. Interpret terms used in the Contract as follows:
1. **Act of God:** Any cataclysmic phenomenon of nature beyond the Department and Contractor's control. Weather is not considered an act of God unless it can be shown conclusively that such weather could not have been anticipated as a normal hazard of the contract.
 2. **Actual Cost:** Contractor's actual cost to provide labor, material, equipment owned or invoiced rental, and administrative overhead necessary for the work. Excludes profit.
 3. **Addendum:** Contract revision developed between advertising and opening bids.
 4. **Advertisement:** The public announcement requesting bids for specified work or materials.
 5. **Award:** The Department's acceptance of a bid or proposal.

6. **Backfill:** Material used to replace, or the act of replacing material removed during construction.
7. **Bid:** Bid proposal. A bidder's written offer or proposal on Department furnished forms to perform stated work at the quoted prices.
8. **Bid Documentation:** All writings, working papers, computer printouts, charts, and data compilations containing or reflecting a bidder's information, data, or calculations used to determine the bid proposal. Bid documentation includes material used to decide and apply:
 - Equipment rates
 - Overhead rates
 - Labor rates
 - Efficiency or productivity factors
 - Arithmetic extensions
 - Subcontractor and material supplier quotationsReference all manuals used to determine the bid proposal, including name, date, and publisher. Bid documentation excludes any Department documents provided to the bidder used to prepare the bid proposal.
9. **Bid Documentation Escrow:** Preserving successful bid documentation to be used in the event of a claim or litigation between the bidder and the Department.
10. **Bidder:** An individual or legal entity submitting a bid or response to a Department request for proposals.
11. **Bid Guaranty:** The security furnished with a bid to assure that the bidder will enter into the contract if the bid is accepted.
12. **Bridge:** A structure, including supports, erected over a depression or an obstruction such as water, highway, or railway, and having:
 - a. A track or passageway for carrying traffic or other moving loads or utilities
 - b. A length measured along the center of roadway of more than 20 ft between undercopings of abutments or extreme ends of openings for multiple boxes.
13. **Bridge Length:** The over-all length of a bridge measured along the line of survey stationing back to back of the backwalls of abutments, if present, otherwise end to end of the bridge floor. In no case is the bridge length less than the total clear opening of the structure.
 - a. **Bridge Roadway Width:** The clear width measured at right angles to the longitudinal centerline of the bridge between the bottom of curbs or in the case of multiple height of curbs, between the bottoms of the lower risers or if curbs are not used, between inner faces of parapet or railing.
14. **Certification:** A written document or affidavit officially declaring confirmation of a statement or information as being true, accurate, or genuine.
15. **Calendar Day:** Every day shown on the calendar, beginning and ending at midnight.

16. **Certificate of Compliance:** A certification, including a signature by a person having legal authority to act for the manufacturer, stating that the product or assembly to be incorporated into the project was fabricated in accordance with and meets the applicable specifications.
17. **Certified Test Report:** A test report from the manufacturer or an independent testing laboratory, including a signature by a person having legal authority to act for the manufacturer or the independent testing laboratory stating that the test results show the product or assembly to be incorporated into the project has been sampled and tested and the samples have passed all specified tests.
18. **Change Order:** A written order to the Contractor detailing changes to the specified work quantities, extra work, or modification to the original contract which establishes the basis of payment and time adjustments for the affected changes.
19. **Claims Review Board:** A board established by UDOT policy to hear and review Contractor claims not settled or resolved at the Department's District or Region level. The board makes recommendations to the Department's Deputy Director for settlement.
20. **Commercial Materials Source:** A commercial materials source site or materials plant that sells to the general public before the Department's advertisement of the contract, whose continuance in operation is determined wholly without regard to a particular Federal or Federally assisted contract, and possesses the required retail sales tax license and business license in its residential State.
21. **Commission:** The Utah Transportation Commission.
22. **Completion Date:** The date when the contract work is specified to be substantially complete.
23. **Concrete - Small Structure:** Eight cubic yards or less of concrete.
24. **Conformity:** Conformance. Compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified, conformity means compliance with such tolerances.
25. **Construction Limits:** Area of established boundaries within the highway right-of-way or construction easements that defines the construction area.
26. **Contract:** Written agreement between the Department and the Contractor establishing the obligations of the parties for the performance of the work prescribed. The contract includes the following, all of which constitute one instrument:
 - a. Invitation for bids
 - b. Bid proposal
 - c. Contract bond
 - d. Specifications
 - e. Special provisions
 - f. General and detailed plans
 - g. Notice of award
 - h. Notice to proceed

- i. Authorized contract time extensions
 - j. Any change orders and agreements required to complete the work in an acceptable manner
27. **Contract Amount (Price component):** The summation of the products of the quantities shown in the bid schedule multiplied by the unit bid prices for the items in the Contractor's bid, but not including Time.
28. **Contract Bid Item:** A specific unit of work for which a price is provided in the contract. For projects that include Price + Time (P+T) bidding, Time is a bid item.
29. **Contract Bonds:** The approved form of security, executed by the Contractor and the Contractor's surety or sureties, guaranteeing complete execution of the contract, including change orders, and the payment of all legal debts pertaining to the construction of the project.
- a. **Contract Payment Bond:** The security executed by the Contractor and furnished to the Department to guarantee payment of all Contractor legal debts pertaining to the construction of the contract.
 - b. **Contract Performance Bond:** The security executed by the Contractor and furnished to the Department to guarantee completion of the work under the contract.
30. **Contract Completion:** The day, determined by the Engineer, when all work specified in the contract is completed and all obligations of the Contractor under the contract are fulfilled. Furnish all documentation required by the contract and required by law before this date.
31. **Contract Pay Item:** A specific unit of work for which a price is provided in the contract and paid, subject to contract provisions, to the Contractor for the accepted quantities. Exceptions include, but are not limited to, the items Time, and Lane Rental, which are not pay items. No payment will be made for the bid items titled Time and Lane Rental.
32. **Contract Time:** The date, or number of working days or calendar days allowed for substantial completion of the contract, including authorized time extensions. When a completion date is specified, reach substantial completion on or before that date, even when that date is a Saturday, Sunday or holiday.
33. **Contractor:** The individual or legal entity contracting with the Department for performance of prescribed work.
34. **Contractor Affiliate:** Any person associated with the Contractor in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or other like position.
35. **County:** The County where the contracted work is located.
36. **Culvert:** Any structure that provides an opening under the roadway not meeting the classification of a bridge as defined in this section.
37. **Debarment:** Action taken by the Department or federal government pursuant to regulations that prohibits a person or company from performing work on a public project.

38. **Delay:** Any event, action, or factor causing work to extend beyond the specified contract time.
- a. **Excusable Delay:** A delay beyond the Contractor's control and not caused by the Contractor's fault or negligence and for which a time extension may be granted.
- 1) **Compensable Delay:** An excusable delay caused by Department action or inaction, or under the Department's control, including delays resulting from change orders, differing site conditions, work suspensions caused by conditions beyond the control of the Contractor, lack of site access, and delayed shop drawing approval. For such delays, the Department may grant additional time and compensation.
- 2) **Noncompensable Delay:** An unforeseen and unanticipated excusable delay caused by acts of God, acts of public enemies, fires, floods, epidemics, quarantine restrictions, area wide strikes, freight embargoes, unusually severe weather, or delays not caused by the Contractor's or the Department's fault or negligence. For such delays, additional compensation will not be granted.
- a) **Concurrent Delay:** A noncompensable delay that occurs when both the Contractor and the Department independently delay work on critical path activities during approximately the same time period.
- b. **Nonexcusable Delay:** A delay that was within the Contractor's control, was the fault or responsibility of the Contractor, or could have reasonably been foreseen by the Contractor and for which there is no monetary compensation or time extension. Examples of such delay-causing events are normal weather or the failure by the Contractor to assign sufficient resources to the work.
39. **Department:** The Utah Department of Transportation
40. **Differing Site Conditions:** Subsurface or latent physical conditions at the project site that:
- a. Differ significantly from those indicated in the contract, or
- b. Present unknown physical conditions of an unusual nature that differ materially from those normally encountered and generally recognized as inherent in the nature of the required work.
41. **Electronic Communication:** A communication transmitted through facsimile (fax), e-mail, or other electronic means where a hard copy can be produced.

- 54. **Lane Rental:** A method to assess the Contractor rental fees for each lane, shoulder, or combination of lanes and shoulders taken out of service.
- 55. **Liquidated Damages:** A predetermined sum assessed the Contractor. This sum is not considered a penalty, but as liquidated damages due the Department by reason of inconvenience to the public, added cost of engineering and supervision, and other items for extra expenditures of public funds for the Contractor's failure to perform as specified.
- 56. **Major Contract Item:** Any individual bid item, or item added by change order, having a contract value in excess of five percent of the original contract amount.
- 57. **Materials:** Substances specified for use in project construction.
- 58. **Notice to Proceed:** Written notice to the Contractor to begin the contract.
- 59. **Overburden:** Any material that overlays material designated for road or bridge construction.
- 60. **Pavement Structure:** The combination of subbase, base course, and surface course placed on a subgrade to support and distribute the traffic load to the roadbed.
 - a. **Surface Course:** One or more layers of a pavement structure designed to accommodate the traffic load, the top layer of which resists skidding, traffic abrasion, and the disintegrating effects of climate. The top layer is sometimes called the "Wearing Course."
 - b. **Base Course:** One or more layers of specified material and thickness placed on a subbase or a subgrade to support a surface course.
 - c. **Subbase:** One or more layers of specified material thickness placed on a subgrade to support a base course.
 - d. **Subgrade:** The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.
 - e. **Subgrade Treatment:** Stabilization of roadbed material.
- 61. **Physical Completion:** Physically complete. The day when all construction work required by, or incidental to, the contract is satisfactorily completed, including all punch list work, final cleanup, and demobilization; the date determined by the Engineer when final acceptance is established and the Contractor's only outstanding obligation under the contract is submitting or processing documentation.
- 62. **Plan Quantity:** An estimated quantity for a portion of the work designated as the pay quantity for the contract. Refer to Section 01280.
- 63. **Plans:** Approved contract drawings showing the location, type, dimensions, and details of the specified work.
 - a. **Standard Drawings:** Detailed drawings approved for repetitive use.
 - b. **Working Drawings:** Supplemental design sheets or similar data that the Contractor is required to submit to the Engineer such as shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, and bending diagrams for reinforcing steel.

- 64. **Prequalification/Initial Financial Screening Statement:** The specific forms on which required information is furnished about the Contractor's ability to perform and finance the work.
- 65. **Price + Time Bidding (P+T):** A price-plus-time bidding procedure.
- 66. **Profile Grade:** The trace of a vertical plane intersecting the top surface of the proposed wearing surface, usually along the longitudinal centerline of the roadbed. Profile grade means either elevation or gradient of such trace according to the context.
- 67. **Project:** The specific section of the highway or other specific property on which construction is to be performed together with all improvements to be constructed under the contract.
- 68. **Proposal:** A bidder's written response to a Department request for proposals. See also Value Engineering Change Proposal.
- 69. **Responsible Bidder:** A bidder able to perform the specified work as determined by the Department.
- 70. **Responsive Bid:** A bid that meets all requirements of the invitation for bids.
- 71. **Resources:** The labor, equipment, materials, and incidentals necessary to perform work on a contract bid item or other element of work.
- 72. **Right-of-Way:** A general term denoting land, property, or interest acquired for or devoted to transportation purposes.
- 73. **Roadbed:** The graded portion of highway within top and side slopes, prepared as a foundation for the pavement structure and shoulders.
- 74. **Roadbed Material:** Material in cuts, embankments, and embankment foundations from the subgrade down that supports the pavement structure.
- 75. **Roadside:** The areas between the outside edges of the shoulders and the right-of-way boundaries including unpaved median areas between inside shoulders of divided highways and areas within interchanges.
- 76. **Roadside Development:** Items necessary for the preservation or replacement of landscape materials. Features may include suitable plantings and other improvements or ground cover to preserve and enhance the appearance and stability of the highway right-of-way or acquired easements for scenic improvements.
- 77. **Roadway:** The portion of a highway within the construction limits.
- 78. **Shoulder:** The portion of the roadway adjacent to the traveled way where vehicles may stop for emergencies and which supports base and/or surface courses.
- 79. **Sidewalk:** That portion of the roadway constructed exclusively for pedestrian use.
- 80. **Significant Change in Character of Work:** Work that differs materially in kind or nature from that involved or included in the original contract or results in the total quantity of a major contract item, as defined in this section, varying from the original contract quantity by more than 25 percent.
- 81. **Site of Work:** As defined in Title 29 CFR Part 5.2 (1).

82. **Specifications:** The compilation of provisions and requirements for the performance of prescribed work.
- a. **Special Provisions:** A unique specification or a modification or revision to the standard specifications applicable to an individual contract.
 - b. **Supplemental Specifications:** Approved additions and revisions to the Standard Specifications.
 - c. **Standard Specifications:** Specifications approved for general application and repetitive use.
83. **Specifications Format:** See the Specification Writer's Guide. Refer to: <http://www.udot.utah.gov/index.php/m=c/tid=719>
The titles or headings of the sections, parts, articles, paragraphs, and sub-paragraphs in Standard Specifications and Special Provisions are intended for convenience of reference and have no bearing on their interpretation.
84. **Stabilization:** Modification of soils or aggregates by incorporating materials that increases load-bearing capacity, firmness, and resistance to weathering or displacement.
85. **State:** The State of Utah acting through its authorized representative.
86. **Structures:** Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other such features that may be encountered in the work.
87. **Subcontractor:** An individual or legal entity to which a Contractor sublets part of the work.
88. **Substantial Completion:** Substantially complete. The day, determined by the Engineer, when all of the following have occurred:
- a. The public, including vehicles and pedestrians, has full and unrestricted use and benefit of the facilities both from the operational and safety standpoint.
 - b. All safety features are installed and fully functional, including, but not limited to, illumination, signing, striping, barrier, guardrail, impact attenuators, delineators, and all other safety appurtenances.
 - c. Only minor incidental work, replacement of temporary substitute facilities or correction or repair remains for physical completion.
 - d. The Contractor and Engineer mutually agree that all work remaining will be performed without lane closures, trail/sidewalk closures, or further delays, disruption, or impediment to the public.
89. **Substructure:** All of the structure below the girders or main load carrying members of simple and continuous span bridges, including abutments, bent caps, columns, bents, footings, wingwalls, and skewbacks of arches.
90. **Superintendent:** The Contractor's authorized employee in responsible charge of the work.
91. **Superstructure:** All of the structure except the substructure as defined in this section.

92. **Surety:** The legal entity or individual, other than the Contractor, executing a bond furnished by the Contractor.
93. **Time Related Cost (Time component):** A lump sum bid item titled "Time" for which there is no pay. The sum of the products of the daily time-related cost rates multiplied by the number of days estimated by the Contractor to achieve the milestones specified.
94. **Town, City, or District:** A subdivision of the county used to designate or identify the location of the contract.
95. **Traveled Way:** The portion of the roadway designated for the movement of vehicles, excluding shoulders and auxiliary lanes.
96. **Unbalanced Bid:**
- a. **Mathematically Unbalanced:** A bid containing lump sum or unit bid items that do not include reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.
 - b. **Materially Unbalanced:** A mathematically unbalanced bid that generates a reasonable doubt that awarding the contract to the bidder will result in the lowest ultimate cost to the Department.
97. **Unrestricted Traffic:** No traffic control measures in use that obstruct, delay, or in any way impede traffic flow, other than those specifically permitted in the contract.
98. **Utility:** All privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, heat, gas, oil, water, waste, storm water not connected with the highway drainage, signal systems, and other products that directly or indirectly serve the public. The utility company.
99. **Value Engineering Change Proposal:** A change proposed by the Contractor and considered by the Department intended to result in a cost savings to the project without reducing the essential functions and characteristics of the project. Refer to Section 00725.
100. **Work:** All labor, materials, equipment, documents, elements, activities, and incidentals necessary to complete the contract, including all alterations, amendments, or extensions made by change order or other written orders of the Engineer.
101. **Working Day:** Any calendar day, except:
- a. Saturdays, Sundays, and contract-designated holidays.
 - b. Days between December 1 and February 29, inclusive.
 - c. Days when the Contractor is specifically required by the contract or letter from the Engineer to suspend operations through no fault of the Contractor.
 - d. Days when the Engineer determines that inclement weather or adverse conditions interfere with the progress of the work.
 - 1) When the Engineer determines that inclement weather prevents the Contractor from working with at least 75 percent of the normal labor and equipment force engaged in the work for at least 60 percent of the normal working day.

- 2) When inclement weather stops the Contractor from beginning work at the normal starting hour and the crew is released as a result, it is not considered a working day even though conditions may improve and the major portion of the day could be considered suitable for operations.
102. **Working Drawings:** See "Plans."
103. **Written Permission of the Engineer:** A letter signed by the Engineer granting specific permission and outlining limitations of the permission.

PART 2 PRODUCTS Not used

PART 3 EXECUTION Not used

END OF SECTION